

COOPERATIVE WILDLAND FIRE PROTECTION AGREEMENT

Between

UNITED STATES DEPARTMENT OF INTERIOR:

BUREAU OF LAND MANAGEMENT, NEVADA;

NATIONAL PARK SERVICE, PACIFIC WEST REGION;

FISH AND WILDLIFE SERVICE, CALIFORNIA OPERATIONS OFFICE (#10101-4-J001);

BUREAU OF INDIAN AFFAIRS, PHOENIX AREA OFFICE;

And

UNITED STATES DEPARTMENT OF AGRICULTURE:

FOREST SERVICE, REGION 4 AND REGION 5 (05-FI-11046000-005);

And

THE STATE OF NEVADA, DIVISION OF FORESTRY

IN ACCORDANCE WITH

- Timber Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594)
- Economy Act of June 30, 1932 (31 U.S.C. 1535, as amended)
- Taylor Grazing Act of June 28, 1934 (48 Stat. 1269; 43 U.S.C. 315)
- Granger-Thye Act of April 24, 1950 (16 U.S.C., Sec. 572)
- Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856 et seq.)
- Coop. Funds and Deposits Act of Dec. 12, 1975 (P.L. 94-148, 16 U.S.C. 565)
- Fed. Land Policy and Mgmt. Act of Oct 21, 1976 (P.L.94-579; 43 U.S.C., 1748 et seq.)
- Coop. Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101)
- National Wildlife Refuge Administration Act of 1966 (16 USC 668dd-668ee, 80 Stat. 927, as amended)
- National Wildlife Refuge System Improvement Act of 1997 (P.L.105-57)
- National Park Service Organic Act (16 U.S.C.1)
- Nevada Revised Statutes 472 and 473

CONTENTS

<u>TITLE</u>	<u>PAGE</u>
AUTHORITY	Title Page
CONTENTS	2
PURPOSE	5
RECITALS	6
INTERAGENCY COOPERATION and COORDINATION	
Nevada Fire Board of Directors (NFBOD)	6
Local Cooperative Initiatives	7
Third Party Agreements / Contracts	7
Local Government Fire Service Organization's (FSO)	7
Incident Command System	7
Interagency Dispatch Centers	7
Western Great Basin Coordination Center (WGBCC)	8
Multi-Agency Coordinating (MAC) Groups	8
Annual Operating Plans	8
Guiding Direction	8
WILDLAND FIRE PROTECTION RESPONSIBILITIES	
<u>FIRE PREVENTION</u>	
General Fire Prevention Policies	9
Burning and Campfire Permits	9
Determination of Cause and Preservation of Evidence	9
<u>FUELS MANAGEMENT</u>	
Fuels Management	9
<u>PREPAREDNESS</u>	
Interagency Preparedness Reviews	10
Training	10
Communication Systems	10
Nevada National Guard (NNG) Resources	10
After Action Reviews	10
<u>SUPPORT SERVICES</u>	
Weather Data Processing System	11
Automatic Weather Stations	11

SUPPORT SERVICES - continued

Predictive Services	11
---------------------	----

FIRE OPERATIONS

Protection Areas and Boundaries	11
Exchange Zones	11
Reciprocal Fire Protection	11
Fee Basis Protection	12
Initial Attack	12
Extended Attack	12
Shared Resources	12
Fire Notifications	12
Protection Priorities	12
Boundary Fires	13
Independent Action on Lands Protected by another Agency	13
Appropriate Suppression Action Policies	13
Wildland Fire Situation Analysis (WFSA)	13
Fire Reports	14

AVIATION OPERATIONS

Aviation Operations	14
---------------------	----

FIRE BUSINESS MANAGEMENT

Appropriated Fund Limitations	15
Assistance by Hire	15
Motorized Ground Equipment	15
Duration of Assignments	15
Cost Sharing	15
Procurement	16
Loaned Equipment	16
Licensing	16
Billing Procedures	17
Interagency Incident Fire Business Management Group Meetings	19

GENERAL PROVISIONS

Employment Policy	19
Mutual Sharing of Information	19
Suppression and Damage Collection	19
Accident Investigations	19
Waiver of Claims	19
Non-Wildland Fire and Medical Aid Responses	20
Officials Not to Benefit	20
Joint Projects and Local Agreements	20
Previous Agreements Cancelled	20
Amendment Procedures	20

GENERAL PROVISIONS - continued

Examination and Audit	20
Civil Rights	20
Performance	21
Duration of Agreement	21
Signatory Process	21

SIGNATURES	22
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EXHIBIT A - Glossary of Terms	24
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EXHIBIT B - Operating Plan Checklist	27
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EXHIBIT C - Sample Cost Share Agreement	30
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Items to Consider When Negotiating a Cost Share Agreement	33
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PURPOSE

The purpose of this Cooperative Wildland Fire Protection Agreement (hereinafter referred to as the Master Agreement) is to document agreement and commitment to fire protection assistance and cooperation. This Agreement is entered into by and between:

The State of Nevada, Division of Forestry, hereinafter called the State;

The United States Department of Agriculture, Forest Service, through the Regional Forester for Region 4 (Intermountain Region), hereinafter called the Forest Service;

The United States Department of Agriculture, Forest Service, through the Regional Forester for Region 5 (Pacific Southwest Region), hereinafter called the Forest Service;

The United States Department of Interior, Bureau of Land Management, through the State Director for Nevada, hereinafter called the BLM;

The United States Department of Interior, Fish and Wildlife Service, Pacific Region, through their Regional Director, hereinafter called the FWS;

The United States Department of Interior, National Park Service, Pacific West Region, through the Regional Director, hereinafter called the NPS; and

The United States Department of Interior, Bureau of Indian Affairs, Western Regional Office, through the Phoenix Area Director, hereinafter called the BIA.

For the purposes of this Agreement and by authorities derived from other individual agreements, the BLM also represents Department of Defense and Department of Energy for wildland fire activities on lands under their jurisdiction within the State of Nevada. At anytime, one or more of these agencies may become signatory to this Agreement through the addendum process.

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies."

Words and phrases used herein may have different meanings or interpretations for different readers. In order to reach a "common" understanding, words and phrases as used herein are defined in the Glossary of Terms (Exhibit A).

RECITALS

Whereas: State and Private lands, for which the State is responsible for Wildland Fire Protection under Nevada Revised Statutes 472 and 473, and the Federal Lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;

Whereas: The Federal Agencies maintain fire management organizations for protection of Federal lands within the United States, and the State maintains a fire management organization for protection of State and privately-owned lands within the State;

Whereas: It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for prevention, detection, and suppression of wildfires for resource protection in and adjacent to their areas of responsibility, to avoid duplication and improve efficiency and effectiveness;

Whereas: It is the intent of the parties hereto that State resources be available to assist in the suppression of wildfires on all Federal lands, and on other lands upon which the Federal and other State Agencies provide fire suppression support, including other countries such as Canada and Mexico; and

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildfires on all lands which the State is committed to protect.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

INTERAGENCY COOPERATION and COORDINATION

1. Nevada Fire Board of Directors (NFBOD): The NFBOD will provide oversight and direction for all fire protection activities within the agencies protection areas who are signatory to this agreement. The NFBOD will consist of the following or their formally designated representative:

NDF	State Forester Firewarden
BLM	State Director
USFS	Forest Supervisor, Humboldt-Toiyabe National Forest
USFS	Forest Supervisor, Lake Tahoe Basin Management Unit
BIA	Phoenix Area Director
NPS	Superintendent, Lake Mead
FWS	Manager, California/Nevada Operations Office

The NFBOD will utilize working committees as necessary to develop guidelines and procedures and to oversee implementation. These working groups may include, but are not limited to:

- Fire and Aviation Operations
- Fire Training
- Fire Prevention
- Fire Business Management
- Fire Planning
- Fuels Management

As deemed appropriate, other ad-hoc members from other cooperating agencies and/or associations that are not parties to this agreement may provide technical assistance.

2. Local Cooperative Initiatives: Agencies will encourage and support local cooperative initiatives, which enhance cooperation, collaboration and improve efficiencies. Comprehensive local cooperative efforts may include activities such as dispatch, prevention, investigations, pre-attack planning, fuels management, aviation operations, fire operations, training, fire management, analysis and planning, public affairs, and other mutually beneficial activities as authorized under separate instruments (also refer to General Provisions #8, Joint Projects and Local Agreements).

3. Third Party Agreements / Contracts: Agencies may utilize resources authorized through properly executed agreements or contracts with other agencies signatory to this agreement.

4. Local Government Fire Service Organization's (FSO): Agencies signatory to this agreement agree that all FSO "Assistance-by-Hire" beyond the base of operation contained within a local agreement shall be through the State as the designated single point of contact for local government resource mobilization.

5. Incident Command System: The Agencies will operate under the concepts defined as the National Interagency Incident Management System (NIIMS) and the Incident Command System (ICS) as appropriate for providing, as per National Wildfire Coordinating Group (NWCG) standards, qualified resources and for the management of incidents encompassed under the terms of this Agreement.

6. Interagency Dispatch Centers: The Agencies agree to maintain, support, and participate in Interagency Dispatch Centers at Minden, Las Vegas, Elko, Winnemucca, and Ely. Each Center will be guided by a standing local Board of Directors, an Operations Group, and direction outlined in the Local Annual Operating Plans (AOP's). The AOP's will be developed for implementation by January 1st of each year.

Staffing, funding, and level of participation will be commensurate with each Agency's workload and will be agreed to and included in the Local Annual Operating Plan.

7. Western Great Basin Coordination Center (WGBCC): The Agencies agree to maintain, support, and participate in the WGBCC. Resources for wildland fire activities and resource movements will be coordinated through WGBCC as agreed to and documented in the Great Basin Mobilization Guide. The Great Basin Coordinating Group as identified within the statewide annual operating plan will provide WGBCC oversight.

Staffing and funding will be commensurate with each Agency's workload and will be agreed to and documented in the State Annual Operating Plan.

8. Multi-Agency Coordinating (MAC) Groups: Per the Great Basin planning levels and periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, statewide and local MAC groups will accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate--Great Basin, State (NV Zone), or local (by Interagency Dispatch Center).

9. Annual Operating Plans: Annual Operating Plans will be developed at the local and State level and will become a part of this Agreement. Subjects identified in the Operating Plan Checklist (Exhibit B) will be addressed where applicable.

Local annual operating plans, submitted from the local level, will outline the details of implementing this Cooperative Fire Protection Agreement and State-wide Annual Operating Plan for local geographical areas. Unit Administrators will normally have the responsibility for developing and approving Annual Local Operating Plans and will submit them to their respective Agency Administrator prior to January 1st each year.

A State-wide Annual Operating Plan will address any issues affecting statewide cooperation. The State-wide Annual Operating Plan will be prepared by the Nevada Fire Operations Working Committee and approved and distributed to all agencies by the NFBOD prior to March 1 each year. The Nevada Fire Operations Working Committee as well has the responsibility to clear the State-wide Annual Operating Plan through the other working committee's prior to the NFBOD approval.

Subjects identified in the Annual Operating Plan Checklist will be addressed, if applicable, and displayed in that format.

10. Guiding Direction: The parties to this Agreement will adhere to common standards approved by the Great Basin Coordinating Group or Nevada Fire Board of Directors as contained in the Great Basin Mobilization Guide, Great Basin Fire Management Supplement, and Nevada Supplements. These guides will be identified as, and considered a part of the Annual Operating Plan.

WILDLAND FIRE PROTECTION RESPONSIBILITIES

FIRE PREVENTION

1. General Fire Prevention Policies: The NFBOD will assure that fire prevention goals, objectives, and activities are planned at local and state-wide levels and are addressed in Annual Operating Plans. Specific fire prevention plans will be developed by local interagency fire prevention committees. Agencies may pool resources and share costs of wildfire prevention activities. Fire restrictions will be coordinated and issued on a coordinated, interagency basis pursuant to the Nevada Fire Restrictions Procedures Plan.

2. Burning and Campfire Permits: Burning and campfire permit procedures, where applicable, will be included in Local Annual Operating Plans.

3. Determination of Cause and Preservation of Evidence: As initial action is taken on a fire, the initial attack forces, regardless of whether they are Protecting Agency or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire.

The Protecting Agency will provide a detailed report of suppression costs to the Jurisdictional Agency as outlined in the AOP. Agencies shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency.

FUELS MANAGEMENT

4. Fuels Management: Signatories to this agreement will cooperate and collaborate in the development, prioritization, and implementation of fuels and vegetative management projects. The goals are to coordinate a sound, collaborative approach for reducing wildland fire risk to communities, and to restore and maintain land health within fire-prone areas. Vegetative management projects must be in accordance with objectives outlined in the National Fire Plan, Restoring Fire-Adapted Ecosystems on Federal Lands, the 10-Year Comprehensive Strategy, the Healthy Forest Initiative, and the Healthy Forest Restoration Act.

The State and Federal Agencies agree to cooperate in the development and implementation of fuels management projects.

Any party to this Agreement may provide assistance to another party as requested and agreed to for the purposes of performing prescribed fire and other fuels management. Conditions of the assistance and details related to reimbursement will be agreed to and documented in the appropriate agreements. (see Fire Business Management, Clause 36, Section B, Billing for Non-Suppression Activities).

Wildfires resulting from escaped prescribed fires ignited by a party to this Agreement on lands it manages shall be the financial responsibility of that party. Any party may take suppression action when lands in its protection area are threatened by a jurisdiction Agency declared escaped prescribed fire. The party responsible for the prescribed fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein for costs incurred in suppression of such fires.

If parties to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the Local Annual Operating Plan.

PREPAREDNESS

5. Interagency Preparedness Reviews: This will be included in State and Local Annual Operating Plans.

6. Training: The Agencies will cooperate in fuels management, wildland fire suppression, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local agencies will be included in this cooperative approach whenever practical.

In order to accomplish these objectives, in part, Agencies will support and participate in Interagency Training Committees. These include the Great Basin, Nevada, and local interagency training committees.

7. Communication Systems: The Agencies may mutually agree to allow one another use of communications systems, such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the Annual Operating Plans.

State and Local Frequency Management Plans will be referenced in State and Local Annual Operating plans as well as in the Great Basin Mobilization Guide.

8. Nevada National Guard (NNG) Resources: The Nevada Division of Forestry / NNG Annual Operating Plan will be included as a part or attachment to the State Annual Operating Plan.

9. After Action Reviews: To benefit from lessons learned on fire incidents falling under the terms of this agreement, the Agencies may conduct post-fire analysis. Such critiques or reviews will be conducted jointly by the State and/or the affected Federal Agency(s).

SUPPORT SERVICES

10. Weather Data Processing System: The State will be permitted to use the Federal Weather Data processing system. Use of the system may be from State owned locations. The State may access the system using Federal account numbers.

11. Automatic Weather Stations: The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

12. Predictive Services: The Agencies will have access to all products and services provided by Western Great Basin Predictive Services. Predictive Services should be utilized by the Agencies whenever there is a need for long range (beyond the next 48 hours) meteorological assessments to meet resource allocation and preparedness goals. Meteorological issues and concerns with outside Agencies (i.e. NWS), not addressed at the local level should be forwarded through Predictive Services for resolution.

FIRE OPERATIONS

13. Protection Areas and Boundaries: Annually, the Agencies will agree upon wildfire direct protection responsibilities for lands within their respective jurisdictions. This will normally be proposed at the local level and approved at the agency director level. Direct protection areas and boundaries will be established, mapped, and made a part of the Local Annual Operating Plan.

14. Exchange Zones: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones will be proposed at the Local level and approved at the agency director level. Exchange Zones will be established, mapped, and made a part of the Local Annual Operating Plan.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. (In this situation, the Jurisdictional Agency is considered a Supporting Agency.)

The provisions described in Wildland Fire Protection Responsibilities, Fire Operations, Clause 22, Boundary Fires, apply to fires that occur on or near the boundary of exchange zones.

15. Reciprocal Fire Protection: As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Such agreement will be documented in operating plans.

Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency. The Protecting Agency will not be required to

reimburse the Supporting Agency for costs incurred within the first 24 hours following the initial dispatch of those resources listed on the “Run Card” to the fire, or such other time period as may be documented in the Local Annual Operating Plans.

Non-reimbursement within 24 hours is only those resources listed on the “Run Card” as the initial units responded to the incident excluding aviation resources. Aviation resources will be addressed in the Annual Operating Plan.

16. Fee Basis Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Local Annual Operating Plan.

17. Initial Attack: The primary guiding principle for dispatch of initial attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency or State has protection responsibility.

18. Extended Attack: An incident complexity analysis will be completed and documented to identify and mitigate certain complexity or safety issues by selecting a different strategy, tactic or higher qualification of incident management personnel to safely and effectively manage the incident.

19. Shared Resources: Interagency funding, staffing, and utilization of resources and facilities will be pursued wherever an interagency approach is appropriate and cost effective.

Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Local Annual Operating Plans.

20. Fire Notifications: Each Agency will promptly notify the appropriate Protection Agency of fires burning on, or threatening lands, for which that Agency has protection responsibility.

21. Protection Priorities: The Agencies agree that protection objectives will generally recognize the following priorities:

A. Potential to harm human life

B. Potential to destroy

- Communities
- Community infrastructure (including: long term effects to economic sustainability and viability)
- Historically significant cultural resources and natural resource values
- Commercial business
- Principal residence (year-round homes)
- Non-principal residence (seasonal homes, cabins, etc.)
- Out-buildings (barns, unattached garages, utility buildings, etc.)

C. Potential to adversely impact cultural and natural resource values

D. Probability of meeting incident objectives

22. Boundary Fires: A fire burning on, or adjacent to, a protection boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The Initial Attack Incident Commanders of the involved agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. When a fire burns on both sides of a protection boundary, a cost share agreement shall be prepared and approved for all actions (see Fire Business Management, Clause #32, Cost Sharing).

23. Independent Action on Lands Protected by Another Agency: Nothing herein shall prohibit any Agency, on its own initiative and without reimbursement, from going upon lands known to be protected by another Agency to engage in suppression of wildfires, when such fires are a threat to lands within that Agency's protection responsibility. In such instances the Protecting agency will be notified as soon as possible. Resources will be used consistent with the Protecting Agency's suppression policies (see Wildland Fire Protection Responsibilities, Fire Operations, Clause #24, Appropriate Suppression Action Policies).

24. Appropriate Suppression Action Policies: All fire suppression action conducted on lands of another Agency will be consistent with that Agency's fire suppression policy and the terms of this Agreement.

The Special Management Considerations section of each Local Annual Operating Plan will establish procedures and criteria for line officers of the Agencies to communicate land management considerations to Incident Commanders.

Restrictions in firefighting tactical techniques, such as use of heavy mechanized equipment in special management areas (e.g., wilderness areas, Wild and Scenic Rivers, roadless areas, and archeological sites), will be delineated on protection unit maps or otherwise identified by the Jurisdictional Agency in Local Annual Operating Plans and incorporated into appropriate dispatching systems.

Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority by the Jurisdictional Agency.

25. Wildland Fire Situation Analysis (WFSA): The Federal Agencies' policies require that a Wildland Fire Situation Analysis (WFSA) be completed for all fires on Federal land which escape initial suppression action and are not expected to be contained prior to the second burning period. This procedure requires Federal Agency line officer participation. When fires occur on State-protected Federal Lands, the responsible line officer will actively involve the State in this process. Local Annual Operating Plans will contain procedures for development and line officer approval of the Wildland Fire Situation Analysis. Responsibility for strategy and tactical implementation shall rest with the Incident Commander.

26. Fire Reports: In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 10 days after the fire is declared out. For purposes of this section, the State Fire Report shall be that information which is known within 10 days on the narrative portion of the State Fire Report.

AVIATION OPERATIONS

27. Aviation Operations:

A. General: The Agencies agree to cooperate in the use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with BLM, NPS, FWS, Forest Service, and State of Nevada aviation rules, policies and directives, and an annual Aviation Operations Plan (see Item C below). All interagency guides and directives will be followed.

B. State Aviation Group (SAG): The Agencies will maintain an ad-hoc Interagency State Aviation Group, under the general direction of the Nevada Fire and Aviation Operations Committee, to oversee and ensure efficient management of aviation operations in Nevada. The Nevada Fire and Aviation Operations Committee will include aviation within their charter, which details their responsibilities and planned activities.

C. Interagency Aviation Air Operations: Interagency funding, staffing, and utilization of helicopter programs, air tanker bases, and fixed-wing operations will be pursued when an interagency approach is appropriate and cost effective.

An Annual Aviation Operations Plan will be developed by March 1st of each year for all air operations in Nevada and will include current information on the aviation fleet within Nevada, ordering procedures, operating costs, operating limitations, air traffic control procedures, etc. This Plan may be included as a part of the Operating Plan Checklist or as an attachment to that Plan.

Orders for Nevada National Guard aircraft will be placed with the Nevada Division of Forestry.

D. Pilot and Aircraft Inspections and Carding: Federal policy requires State pilots and aircraft to be inspected and carded by the USFS or the USDI-Aviation Management Directorate (AM) for Federal agency missions or transport of Federal employees by May 1st of each year. The USDI-AM, USFS, and the State of Nevada each have their own standards which are comparable to those of the other agencies. All agencies agree to assist each other as cooperators and will accept the standards of the other cooperating agencies. The State of Nevada agrees to maintain an Annual Aviation Operation Plan approved by the USFS by May 1st of each year under which State aircraft and pilots will be approved on an agency-wide basis. All agencies agree to abide by national pilot standards for lead plane and other special-use programs.

E. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the USDA-FS or by the USDI-AM. This inspection/carding process may be done jointly by the Federal Agencies, or by one Federal agency acting in the lead role. Upon request, the State of Nevada aviation staff may participate in USDI-AM and/or USDA-FS inspection and carding of vendors located within the State of Nevada.

FIRE BUSINESS MANAGEMENT

28. Appropriated Fund Limitation: Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds, or as involving the United States or the State of Nevada in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

The transfer of funds outside of suppression actions will need to be supported by separate funding documents, i.e. a purchase order, contact agreement or intergovernmental agreement.

29. Assistance by Hire: Assistance by Hire refers to those fire suppression resources that are to be paid for by the Protecting Agency on a full reimbursement basis in accordance with the Interagency Incident Business Management Handbook.

All requests to hire fire protection assistance must be clear and precise. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The state may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be assistance by hire unless otherwise specified as mutual aid in Operating Plans pursuant to this agreement.

Except for Mutual Aid, all requests for fire suppression assistance in an agency's Direct Protection Area (DPA) shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered voluntary contribution.

30. Motorized Ground Equipment: Use rates for all State and Federal Agency-owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each agency for its equipment. Rates for motorized equipment will include all operating costs for equipment. Charge for motor fuels and lubricant costs supplied by the Protecting Agency will be billed separately.

31. Duration of Assignments: The parties agree to comply with the policies contained in the Great Basin Mobilization Guide and the Interagency Incident Business Management Handbook.

32. Cost Sharing: Except as otherwise provided by Fire Business Management, Clauses #17, #25, and Fire Operations, Clause #28, a Cost Share Agreement will be prepared by the

responsible Line Officers (as defined in Appendix A, Glossary) and appropriate fiscal representatives or their authorized representatives when there is (1) a multi-jurisdictional incident, or (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. See Exhibit C for a sample cost share agreement.

Situations may require agencies signatory to this agreement not directly affected by the incident to be a part of the cost share agreement to assure utilized resources are properly identified for the purpose of sharing costs of those resources.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

Each agency that could incur costs on an incident shall have a Fiscal and Operations representative participate in all cost share discussions/negotiations.

After-action fiscal review will be conducted within ten days of closeout of all cost-shared incidents.

33. Procurement: The State receives its procurement authority from State laws, and is, therefore, not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency) the State will comply with State laws and regulations covering procurement.

Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

34. Loaned Equipment: Equipment loaned by one party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear accepted. The borrower will repair damages in excess of normal wear and tear and will replace items lost or destroyed.

35. Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet their respective Agency, State, and Federal regulations. State and Federal Agency employees may operate each other's vehicles provided the operator meets the current operating guidelines and training requirements of their own Agency.

36. Billing Procedures:

A. Fire Suppression Billings:

1. **Billing between Federal Agencies:** Federal Agencies will not bill each other for fire suppression support (see Fire Business Management, Clause 36, Section B, Billing for Non-Suppression Activities, for billing related to other activities). Federal Agencies will submit bills to the State whenever Nevada is the Protecting Agency and billing is appropriate.

2. **State Billings:** When the State is the supporting agency and the fire is within the State of Nevada, the State will bill the protecting agency. Anytime the State responds to a Federal Agency fire outside of Nevada, the State will bill all applicable costs to the Forest Service.

3. **Billing Estimates/Timeframes:** On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.

3. **Billing Content:** A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:

- Bill for Collection
- Narrative Cover Letter
- Fire Suppression Cost Summaries
- Copies of Resource Orders and other supporting documentation
- Copies of applicable Cost Share Agreements

4. **Billing Addresses:** All bills for services provided to the State will be mailed to the following address for payment:

Nevada Division of Forestry
2525 South Carson Street
Carson City, NV 89701
Attn: Central Reporting

All bills for services provided to the Forest Service and to all Federal and State units not party to this Agreement will be mailed to the following address (Out of State emergency responses):

USDA Forest Service
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431

All bills for services provided to the BLM and BIA within the State of Nevada will be mailed to:

Bureau of Land Management
Nevada State Office
P.O. Box 12000
Reno, NV 89520

All bills for services provided to the National Wildlife Refuge within the State of Nevada will be mailed to:

U.S. Fish and Wildlife Service-California/Nevada Operations Office
Attn. Fire Management
2800 Cottage Way, Rm. W-2605
Sacramento, CA 95825-1846

All bills for services provided to National Park units within the State will be mailed to one of the following as appropriate:

Great Basin National Park
100 Great Basin Way
Baker, NV 89311-9701

Lake Mead National Recreation Area
601 Nevada Highway
Boulder City, NV 89005

6. Payment Due Dates: All bills will have a due date 90 days after the date of issuance.

7. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 90 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved no later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

8. Payments: Payments will reference the bill number and the incident number, and will be sent to the appropriate billing address.

9. Supplemental Billings: After the final billing has been sent, each party will pay for differences of \$1000 or less between the estimated and actual costs from their own funds. When differences are found between estimated and actual costs exceeding \$1000, a supplemental billing may be sent or a refund made.

B. Billings for Non-suppression Activities: All non-suppression activities conducted under the authority of this agreement will be described in the appropriate agreements. Agencies will bill for activities not related to fire suppression. Billing arrangements for such activities will be documented in AOP's and administrative charges may be applied. Provisions described above pertaining to services performed and include a copy of, or reference, the applicable operating plan. Obligation and expenditure of funds must be authorized by appropriate agency signature.

37. Interagency Incident Fire Business Management Group Meetings: Interagency Incident Fire Business Management Group meetings will be held quarterly among participants to this Agreement. A joint meeting between the Interagency Incident Fire Business Management Group and the Western Great Basin Operations Group will take place annually prior to fire season.

GENERAL PROVISIONS

1. Employment Policy: It is agreed that employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

2. Mutual Sharing of Information: The State and the Federal Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports, including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.

3. Suppression and Damage Collection: Nothing in this Agreement shall preclude the Federal Agencies or the State from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liabilities provisions of Federal and State statutes and common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the Billing Agency, then the bill will be reduced proportionate to the amount collected.

4. Accident Investigations: Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.

5. Waiver of Claims: The State and the Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property. (This provision does not preclude reimbursement for appropriate costs

associated with loses or damages as provided for under Fire Business Management, Clause #29, Assistance by Hire, and Clause #34, Loaned Equipment.)

Any State employee who participates in assistance under the terms of this Agreement who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection therewith, for the purpose of the Workmen's Compensation Act, is an employee of the State.

6. Non-Wildland Fire and Medical Aid Responses: This Agreement is limited to wildland fire management activities and does not cover such non-wildland fire protection activities as law enforcement and medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

7. Officials Not to Benefit: No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.

8. Joint Projects and Local Agreements: The State and the Federal Agencies may jointly conduct mutual interest projects, within their authority, to maintain or improve the fire protection capability of the agencies. These projects may be in such activities as suppression, preparedness, fuels management, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in operating plans, agreements, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed by line officers of agencies party to this Agreement.

9. Previous Agreements Cancelled: This Agreement supersedes the Cooperative Fire Protection Agreement between the U.S. Department of Interior, Bureau of Land Management Nevada; the United States Department of Agriculture Forest Service, Regions 4 and 5; and the State of Nevada, Division of Forestry, dated May 10, 1999.

10. Amendments Procedure: This Agreement may be amended at any time by written mutual consent of all parties hereto.

11. Examination and Audit: Federal Agencies and the State shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

12. Civil Rights: The Cooperators shall comply with all State of Nevada and Federal statutes relating to non-discrimination, including, but not limited to:

(a) The Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; and

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686, which prohibits discrimination on the basis of sex.

13. Performance: Any party shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Nevada.

14. Duration of Agreement: The term of this Agreement shall commence on the date the last party signs below and shall remain in effect for 5 years from that date. Any party shall have the right to terminate their participation under this Agreement between November 1 and March 30 of the succeeding year upon 30 days written notice to all parties.

15. Signatory Process: This Agreement may be signed in Counterpart to facilitate the signatory process. The original signatures will reside with the State.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Fire Protection Agreement.

**STATE OF NEVADA
DIVISION OF FORESTRY**

By: /s/ Pete Anderson
STATE FORESTER FIREWARDEN

Date: 03/25/2005

**USDI BUREAU OF LAND MANAGEMENT
NEVADA STATE OFFICE**

By: /s/ Robert Abbey
STATE DIRECTOR

Date:

By: /s/ Lee S. Norton
State Procurement Analyst

Date: 04/05/2005

**USDA, FOREST SERVICE
REGION 5**

**By: /s/ Bernie Weingardt for Jack
Blackwell**
REGIONAL FORESTER

Date: 03/31/2005

**USDI BUREAU of INDIAN AFFAIRS
WESTERN REGION**

By: John Philbin
REGIONAL FORESTER

Date:

**USDA FOREST SERVICE
REGION 4**

By: /s/ Joe Kennedy for Jack G. Troyer
REGIONAL FORESTER

Date: 03/29/2005

**USDI FISH AND WILDLIFE SERVICE
CALIFORNIA/NEVADA OPERATIONS
OFFICE**

By: /s/ Steve Thompson
CNO MANAGER

Date: 07/15/2005

By: /s/ Kristin E. Young
Contracting Officer FWS - 19117

Date: 07/14/2005

**USDI, NATIONAL PARK SERVICE
PACIFIC WEST REGION**

By: /s/ Jonathan Jarvis
REGIONAL DIRECTOR

Date: 08/29/2005

**DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

By: /s/ Allen Biaggi
DIRECTOR

Date: 03/31/2005

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Fire
Protection Agreement. - Continued

**USDA FOREST SERVICE
REGION 4**

By: /s/ Doris K. Mackey
GRANTS & AGREEMENTS SPECIALIST

Date: 03/28/2005

COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT A

GLOSSARY OF TERMS

Administrative Overhead: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions at the time they are planned.

Agency Administrator: Agency officials who are signatory to this Agreement, as follows: Nevada Division of Forestry, State Forester; Bureau of Land Management, State Director; Forest Service, Regional Forester; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; Bureau of Indian Affairs, Phoenix Area Office.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Assistance by Hire: Assistance by Hire refers to those fire suppression resources that are to be paid for by the Protecting Agency on a full reimbursement basis in accordance with the Interagency Incident Business Management Handbook.

Backfill Costs: Additional costs incurred by the Supporting Agency associated with move up and cover for resources assigned to an incident.

Boundary Fire: A fire burning on or directly adjacent to the Protection Boundary between Agencies.

Closest Forces Concept: This is the philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

Cost Share Agreement: A document prepared between a Federal and State agency to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across direct protection areas of the State and the Federal Agencies.

Direct Protection Area: That area which, by law or identified pursuant to the terms of this Agreement, is provided wildland fire protection by the State or by a Federal agency. This may include land protected under exchange or payment for protection.

Direct Costs: All costs associated with direct fireline/fire ground operations and incident facility support ordered by and for the incident.

Equivalent: Equivalent wildland fire protection is that which may be reasonably compared, using mutually agreed to measures, such as staffing, organization, performance, and available resources, with consideration for values at risk.

Initial Attack Zone: An identified area in which a predetermined resource would normally be the initial resource to respond to an incident.

Jurisdictional Agency: The Agency which has overall management and/or protection responsibility as provided by Federal or State law.

Line Officer: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, and Regional Forester for the State Division of Forestry.

Move-Up and Cover: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and documented in Annual Operating Plans.

Nevada Fire Board of Directors: A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire activities in Nevada.

Operating Plan - Local: A plan approved at the Line Officer level for implementing the Cooperative Fire Protection Agreement in their respective areas of responsibility.

Operating Plan - State: A plan which will include all local operating plans and, if necessary, additional statewide considerations. This will be approved by the Nevada Fire Board of Directors (Agency Administrator).

Prescribed Fire: The planned use of fire on wildlands is to accomplish specific land management objectives directed by agency policy.

Preparedness (or presuppression of fire occurrence to ensure effective suppression action): Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other agencies.

Prevention: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information, and the reduction of hazards through engineering methods.

Protecting Agency: The Agency responsible for providing direct wildland fire protection to a given area pursuant to this Agreement.

Protection Area Maps: Official maps which identify areas of direct fire protection responsibility for each Agency.

Protection Boundaries: Mutually agreed upon boundaries, delineated on maps, identifying areas of direct fire protection responsibility.

Reimbursable Assistance: All costs associated with direct fireline/fire site operations and incident support ordered by or for the incident in accordance with Interagency Incident Business Management Handbook. Such costs may include but are not limited to the following:

- Costs incurred for suppression resources – agency costs for transportation, salary, benefits and per diem of individuals assigned to the incident.
- Additional support dispatching, warehousing or transportation services requested through a resource order.
- Costs of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Aircraft (fixed and rotary-winged, including pilot(s) shall always be Assistance by Hire.
- Airport fees and retardant costs.
- Agency owned equipment and supplies lost, damaged, or expended by the supporting Agency.
- Charges from the State for State-controlled resources such as inmate crews, National Guard resources and county and local resources.
- If the supporting agency needs to backfill behind the ordered resource, the additional cost will be reimbursed.

Supporting Agency: The supporting agency provides resources for suppression and support to the protecting agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the BLM, or Regional Forester for Nevada Division of Forestry.

Western Great Basin Fire Operations Group: A committee established by the Nevada Fire Board of Directors to address fire operational concerns within the State of Nevada. Members represent the Bureau of Land Management, National Park Service, Bureau of Indian Affairs, Nevada Division of Forestry, and the USDA Forest Service.

COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT B

OPERATING PLAN CHECKLIST

The Operating Plan will be a working document that is compiled by the Nevada Fire and Aviation Operations Working Committee, and shall be attached to and considered a part of the Cooperative Fire Protection Agreement (see Interagency Cooperation and Coordination, Clause #9 of the Agreement).

The Plan will contain the following information, wherever pertinent, and should address all appropriate provisions of the parent Agreement.

1. Identification of the jurisdictional agencies and lands involved.
2. Authority for Plan - quote Cooperative Fire Protection Agreement between State and Federal Agencies.
3. Purpose of Plan - narrative.
4. Definitions and description of:
 - Fire Protection Responsibilities
 - Direct Protection Areas
 - Protection Boundary
 - Mutual Aid Dispatch Areas by Dispatch Levels
 - Mutual Aid Move-up and Cover Facilities
 - Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, or other areas identified in land management planning documents or otherwise requiring special procedures)
 - Responsibility for Non-Wildland Fire Emergencies
 - Repair of Suppression Damage
5. Fire Protection Organization including prevention, detection, ground and air attack units, supervisory personnel, drawdown levels, and other cooperating agencies:
 - Kind (by ICS type)
 - Location
 - Anticipated Deployment Period
 - Staffing Level
 - Narrative of Organizational Changes from previous year, whether temporary or permanent
6. Map(s):
 - Protection Boundary

- Fire Protection Facilities by Agency and Location (if local Agency, so indicate)
- Mutual Aid Dispatch Areas
- Mutual Aid Move-up and Cover Facilities
- Special Management Consideration Areas

7. Direct Protection Area Summary:

- by Land Category
- by Protection Unit
- by County

8. Operational Procedures:

- Fire Notification
- Establishment and Revision of Mutual Aid Dispatch Areas
- Determination of Initial Attack Dispatch Levels
- Boundary Fires including Unified Command and Cost Sharing
- Assistance by Hire and Resource Order Process
- Aircraft
- Handcrews and Dozers
- Interagency Sharing of Communications Systems and Frequencies
- Move-up and Cover
- Interagency Procurement, Loaning, Sharing, or Exchanging of Facilities, Equipment, and Support Services
- Escaped Fire Situation Analysis
- Post-incident Action Analysis
- Joint Mobilization Centers or other Incident Support Facilities
- Agreed-to billing amounts (rates) for above resources and billing information for presuppression activities

9. Fire Prevention

- General Cooperative Activities
- Information and Education:
 - A. Red Flag Operations
 - B. Joint Press Releases
 - C. Smokey Bear Program
 - D. Local Educational Programs
 - E. Fire Prevention Signs
 - F. Shared Funding of Prevention Activities
- Engineering
 - A. Fire Safe Planning
 - B. Railroads and Utilities
- Enforcement
 - A. Burning and Campfire Permits
 - B. Restrictions and Closures
 - C. Fire Investigations

10. Fire Planning

11. Fuels Management Considerations

12. General Procedures - How to Handle:

- Periodic Reviews
- Updating of Plans
- Public Information
- Augmentation Funds (Severity Funding)
- Changes During Year (due to budget cuts or supplemental funding)

13. Administrative Listings

- Bureau of Land Management
- Nevada Division of Forestry
- Forest Service

COOPERATIVE FIRE MANAGEMENT AGREEMENT

EXHIBIT C

Cost Share Agreement			
Following is the Cost Share Agreement between the Agencies identified below as it was negotiated for the following incident. The final GPS map of this incident must be attached to this Cost Share Agreement. The map is to include a breakdown of acreage by Agency.			
Incident Name:			
Incident Numbers by Agency:			
Start Date and Time:			
Jurisdictions:			
Cause:			
Incident Command Structure:			
Incident Commander:			
This Cost Share Agreement between			and
		, and with the cooperation	
of			was prepared under the
following authorities provided by as follows:			
1. The Cooperative Fire Protection Agreement between the Nevada Division of Forestry, USDA Forest Service, and the USDI Bureau of Land Management.			
2.			
3.			
4.			
5.			
6.			
Agency Representatives participating in development of Cost Share Agreement:			
Agency:		Agency:	
Name:		Name:	
Title:		Title:	

Agency:		Agency:	
Name:		Name:	
Title:		Title:	
Agency:		Agency:	
Name:		Name:	
Title:		Title:	
It is hereby agreed that the cost basis of this incident will be shared as follows:			
Rational used in developing this cost agreement:			

The following is optional but will be used if costs are calculated on a percentage basis:

<u>Agency</u>	<u>Direct Costs</u>		<u>Air/Retardant Costs</u>	
		%		%
		%		%
		%		%
		%		%
		%		%
		%		%
		%		%
Total		100%		100%

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities.

Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities – continued:			
Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

Items to Consider when Negotiating a Cost Share Agreement

Negotiating cost share agreements within the State of Nevada has been delegated to the respective line officers in the Cooperative Fire Protection Agreement. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory (see “Wildland Fire Protection Responsibilities”, Clause #31 of the Agreement).

Line Officer is defined as the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Superintendents for National Park Service Units, and Regional Forester for the State Division of Forestry.

General Guidelines

1. Agency specific costs normally are not shared.
2. Responsibility for claims is considered to be outside the scope of the cost share.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.

Method 1: Costs can be shared proportionately based upon the acreage burned.

Method 2: Costs between the Agencies can be based on a summary of daily estimated incident costs and each agency’s proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon direct fireline resources assigned basis. Aircraft and retardant should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type 1 or 2 Team is assigned.

Definitions

Direct Costs – All costs associated with direct fireline / fire ground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident

prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated as a separate cost share rare.

Indirect Costs – All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization / demobilization centers, dispatching airbase operations, transportation from home base to camp, and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.